

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**NEW ENGLAND TELEPHONE AND TELEGRAPH
d/b/a
BELL ATLANTIC – MAINE**

and

CONVERSENT COMMUNICATIONS OF MAINE, LLC

This Amendment No. 2 (this “Amendment”) is made this 17th day of July 2000 (the “Effective Date”) by and between New England Telephone and Telegraph Company d/b/a Bell Atlantic – Maine, a New York Corporation (“BA”), and Conversent Communications of Maine, LLC, a limited liability company (“Conversent”). (BA and Conversent may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and Conversent are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated October 21, 1998 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the “FCC”) issued an order on November 5, 1999 in CC Docket No. 96-98 (the “UNE Remand Order”), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and

WHEREAS, BA is prepared to provide network elements and combinations of network elements to Conversent in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, “Applicable Law”);

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above,

the Interconnection Agreement is amended hereby as follows:

(a) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall allow Conversent to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “4-Wire 56 kbps Loop” means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. BA shall provide 4-Wire 56 kbps Loops to Conversent in accordance with, and subject to, the technical specifications set forth in BA Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall allow Conversent to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “DS3 Loop” means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical NETwork transport systems. BA shall provide Conversent with access to a DS3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at Conversent’s request, BA shall permit Conversent to connect a Conversent Loop to the inside wiring of a Customer through the use of a BA NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). Conversent may access a BA NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Conversent NID deployed by Conversent or, if an entrance module is available in the BA NID, by connecting a Conversent Loop to the BA NID. When necessary, BA will rearrange its facilities to provide access to an existing Customer’s inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer’s premises and inside wire.

(2) In no case shall Conversent access, remove, disconnect or in any other way rearrange BA’s Loop facilities from BA’s NIDs, enclosures, or protectors.

(3) In no case shall Conversent access, remove, disconnect or in any other

way rearrange a Customer's inside wire from BA's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall Conversent remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

(5) In no case shall Conversent remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

(6) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

(7) When Conversent is not connecting a Conversent-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the BA NID, Conversent does not need to submit a request to BA and BA shall not charge Conversent for access to the BA NID. In such instances, Conversent shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), Conversent may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., Conversent or Conversent's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the BA NID and connect that wire to Conversent's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, Conversent may enter the Customer side of the BA NID enclosure for the purpose of removing the inside wire from the terminals of BA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the BA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the BA NID.

(C) Conversent may request BA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Conversent, its agent, the building owner or the Customer). If Conversent accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* Conversent, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection

Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall be obligated to provide a combination of network elements (a “Combination”) only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a Combination to Conversent, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the “Combo Requirements”). BA shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that BA is not required by Applicable Law to provide to Conversent certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by BA pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an “FCC Remand Order”), becomes effective. Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to Conversent on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA’s obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Interconnection Agreement, BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, BA shall not provide Conversent, and Conversent shall not request from BA, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Network Interface Device” and “NID” as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to BA’s network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) BA shall provide access to 4-Wire 56 kbps Loops, DS3 Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the “Rates”). Conversent acknowledges that BA is developing the Rates but that BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Conversent in writing of the Rate and thereafter shall bill Conversent, and Conversent shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Maine Public Utilities Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by BA to Conversent in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Maine Public Utilities Commission prior to the date on which BA provides such Rate to Conversent shall be a permanent rate. If the Maine Public Utilities Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Maine Public Utilities Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by BA to Conversent in accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Maine Public Utilities Commission before BA provides such Rate or rate and/or rate structure to Conversent shall not be subject to the true-up obligations of this Section 1(g)(2).

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict

between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

CONVERSENT COMMUNICATIONS
OF MAINE, LLC

BELL ATLANTIC- MAINE

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President - Interconnection Services
Policy & Planning